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Attorneys for Plaintiff  
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SADIQ SAEED,

Defendant.

No. CR 22-00158-FMO

PLEA AGREEMENT FOR DEFENDANT  
SADIQ SAEED

1. This constitutes the plea agreement between SADIQ SAEED ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count one of the Indictment in United States v. Sadiq Saeed, CR No. 22-00158-FMO,

1 which charges defendant with depredation against government property  
2 in violation of 18 U.S.C. § 1361.

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained  
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered  
7 for service of sentence, obey all conditions of any bond, and obey  
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States  
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 h. Defendant agrees that any and all criminal debt  
19 ordered by the Court will be due in full and immediately. The  
20 government is not precluded from pursuing, in excess of any payment  
21 schedule set by the Court, any and all available remedies by which to  
22 satisfy defendant's payment of the full financial obligation,  
23 including referral to the Treasury Offset Program.

24 i. Complete the Financial Disclosure Statement on a form  
25 provided by the USAO and, within 30 days of defendant's entry of a  
26 guilty plea, deliver the signed and dated statement, along with all  
27 documents requested therein, to the USAO by either email at  
28 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial

1 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
2 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
3 criminal debt shall be assessed based on the completed Financial  
4 Disclosure Statement and all required supporting documents, as well  
5 as other relevant information relating to ability to pay.

6 j. Authorize the USAO to obtain a credit report upon  
7 returning a signed copy of this plea agreement.

8 k. Consent to the USAO inspecting and copying all of  
9 defendant's financial documents and financial information held by the  
10 United States Probation and Pretrial Services Office.

11 THE USAO'S OBLIGATIONS

12 3. The USAO agrees to:

13 a. Not contest facts agreed to in this agreement.

14 b. Abide by all agreements regarding sentencing contained  
15 in this agreement.

16 c. At the time of sentencing, move to dismiss the  
17 remaining count of the indictment as against defendant. Defendant  
18 agrees, however, that at the time of sentencing the Court may  
19 consider any dismissed charges in determining the applicable  
20 Sentencing Guidelines range, the propriety and extent of any  
21 departure from that range, and the sentence to be imposed.

22 d. At the time of sentencing, provided that defendant  
23 demonstrates an acceptance of responsibility for the offense up to  
24 and including the time of sentencing, recommend a two-level reduction  
25 in the applicable Sentencing Guidelines offense level, pursuant to  
26 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
27 additional one-level reduction if available under that section.  
28

1 e. Recommend that defendant be sentenced to a term of  
2 imprisonment no higher than the low end of the applicable Sentencing  
3 Guidelines range, provided that the offense level used by the Court  
4 to determine that range is 7 or higher. For purposes of this  
5 agreement, the low end of the Sentencing Guidelines range is that  
6 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,  
7 without regard to reductions in the term of imprisonment that may be  
8 permissible through the substitution of community confinement or home  
9 detention as a result of the offense level falling within Zone B or  
10 Zone C of the Sentencing Table.

11 NATURE OF THE OFFENSE

12 4. Defendant understands that for defendant to be guilty of  
13 the crime charged in count one of the Indictment, that is,  
14 depredation of government property in violation of Title 18, United  
15 States Code, Section 1361, the following must be true: (1) defendant  
16 willfully injured or committed depredation against property of the  
17 United States, or of any department or agency thereof; and (2) the  
18 damage to such property exceeded the sum of \$1,000.

19 PENALTIES AND RESTITUTION

20 5. Defendant understands that the statutory maximum sentence  
21 that the Court can impose for a violation of Title 18, United States  
22 Code, Section 1351, is: ten years' imprisonment; a three-year period  
23 of supervised release; a fine of \$250,000 or twice the gross gain or  
24 gross loss resulting from the offense, whichever is greatest; and a  
25 mandatory special assessment of \$100.

26 6. Defendant agrees to make full restitution to the victim of  
27 the offense to which defendant is pleading guilty. Defendant agrees  
28 that, in return for the USAO's compliance with its obligations under

1 this agreement, the Court may order restitution to persons other than  
2 the victim of the offense to which defendant is pleading guilty and  
3 in amounts greater than those alleged in the count to which defendant  
4 is pleading guilty. In particular, defendant agrees that the Court  
5 may order restitution to any victim of any of the following for any  
6 losses suffered by that victim as a result: (a) any relevant conduct,  
7 as defined in U.S.S.G. § 1B1.3, in connection with the offense to  
8 which defendant is pleading guilty; and (b) any count dismissed  
9 pursuant to this agreement as well as all relevant conduct, as  
10 defined in U.S.S.G. § 1B1.3, in connection with that count. The  
11 parties currently believe that the applicable amount of restitution  
12 is approximately \$16,927, but recognize and agree that this amount  
13 could change based on facts that come to the attention of the parties  
14 prior to sentencing.

15 7. Defendant understands that supervised release is a period  
16 of time following imprisonment during which defendant will be subject  
17 to various restrictions and requirements. Defendant understands that  
18 if defendant violates one or more of the conditions of any supervised  
19 release imposed, defendant may be returned to prison for all or part  
20 of the term of supervised release authorized by statute for the  
21 offense that resulted in the term of supervised release, which could  
22 result in defendant serving a total term of imprisonment greater than  
23 the statutory maximum stated above.

24 8. Defendant understands that, by pleading guilty, defendant  
25 may be giving up valuable government benefits and valuable civic  
26 rights, such as the right to vote, the right to possess a firearm,  
27 the right to hold office, and the right to serve on a jury. Defendant  
28 understands that he is pleading guilty to a felony and that it is a

1 federal crime for a convicted felon to possess a firearm or  
2 ammunition. Defendant understands that the conviction in this case  
3 may also subject defendant to various other collateral consequences,  
4 including but not limited to revocation of probation, parole, or  
5 supervised release in another case and suspension or revocation of a  
6 professional license. Defendant understands that unanticipated  
7 collateral consequences will not serve as grounds to withdraw  
8 defendant's guilty plea.

9 9. Defendant understands that, if defendant is not a United  
10 States citizen, the felony conviction in this case may subject  
11 defendant to: removal, also known as deportation, which may, under  
12 some circumstances, be mandatory; denial of citizenship; and denial  
13 of admission to the United States in the future. The Court cannot,  
14 and defendant's attorney also may not be able to, advise defendant  
15 fully regarding the immigration consequences of the felony conviction  
16 in this case. Defendant understands that unexpected immigration  
17 consequences will not serve as grounds to withdraw defendant's guilty  
18 plea.

19 FACTUAL BASIS

20 10. Defendant admits that defendant is, in fact, guilty of the  
21 offense to which defendant is agreeing to plead guilty. Defendant  
22 and the USAO agree to the statement of facts provided below and agree  
23 that this statement of facts is sufficient to support a plea of  
24 guilty to the charge described in this agreement and to establish the  
25 Sentencing Guidelines factors set forth in paragraph 12 below but is  
26 not meant to be a complete recitation of all facts relevant to the  
27 underlying criminal conduct or all facts known to either party that  
28 relate to that conduct.

1 On or about March 13, 2022, in Los Angeles County, within the  
2 Central District of California, defendant used a spray paint  
3 cannister to deface with green paint approximately 26 locations of  
4 the Wilshire Federal Building campus, including various walls,  
5 windows, a camera, and two entry sensors. Specifically, defendant  
6 painted at least 20 swastika symbols on various locations throughout  
7 the Wilshire Federal Building campus, painted the message "GO!" on a  
8 stop sign, and painted the message "Die Already" along with a  
9 depiction of an hourglass painted on courtyard pillars.

10 In addition, on or about March 17, 2022, defendant returned to  
11 the Wilshire Federal Building with a paintball gun, which he used to  
12 paint a large green swastika symbol on the wall of the Wilshire  
13 Federal Building.

14 Defendant admits that the total cost to repair the damage caused  
15 by the two incidents was approximately \$16,927.

16 SENTENCING FACTORS

17 11. Defendant understands that in determining defendant's  
18 sentence the Court is required to calculate the applicable Sentencing  
19 Guidelines range and to consider that range, possible departures  
20 under the Sentencing Guidelines, and the other sentencing factors set  
21 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
22 Sentencing Guidelines are advisory only, that defendant cannot have  
23 any expectation of receiving a sentence within the calculated  
24 Sentencing Guidelines range, and that after considering the  
25 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
26 be free to exercise its discretion to impose any sentence it finds  
27 appropriate up to the maximum set by statute for the crime of  
28 conviction.

1           12. Defendant and the USAO agree to the following applicable  
2 Sentencing Guidelines factors:

3           Base Offense Level:                   6                   U.S.S.G. § 2B1.1(a)(2)

4           Loss exceeded \$15,000                   +4                   U.S.S.G. § 2B1.1(b)(1)(C)

5 Defendant and the USAO reserve the right to argue that additional  
6 specific offense characteristics, adjustments, and departures under  
7 the Sentencing Guidelines are appropriate.

8           13. Defendant understands that there is no agreement as to  
9 defendant's criminal history or criminal history category.

10           14. Defendant and the USAO reserve the right to argue for a  
11 sentence outside the sentencing range established by the Sentencing  
12 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
13 (a)(2), (a)(3), (a)(6), and (a)(7).

14                                   WAIVER OF CONSTITUTIONAL RIGHTS

15           15. Defendant understands that by pleading guilty, defendant  
16 gives up the following rights:

17                   a. The right to persist in a plea of not guilty.

18                   b. The right to a speedy and public trial by jury.

19                   c. The right to be represented by counsel -- and if  
20 necessary have the Court appoint counsel -- at trial. Defendant  
21 understands, however, that, defendant retains the right to be  
22 represented by counsel -- and if necessary have the Court appoint  
23 counsel -- at every other stage of the proceeding.

24                   d. The right to be presumed innocent and to have the  
25 burden of proof placed on the government to prove defendant guilty  
26 beyond a reasonable doubt.

27                   e. The right to confront and cross-examine witnesses  
28 against defendant.



1           f.     The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4           g.     The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

7           h.     Any and all rights to pursue any affirmative defenses,  
8 Fourth Amendment or Fifth Amendment claims, and other pretrial  
9 motions that have been filed or could be filed.

10                   WAIVER OF APPEAL OF CONVICTION

11           16.    Defendant understands that, with the exception of an appeal  
12 based on a claim that defendant's guilty plea was involuntary, by  
13 pleading guilty defendant is waiving and giving up any right to  
14 appeal defendant's conviction on the offense to which defendant is  
15 pleading guilty. Defendant understands that this waiver includes,  
16 but is not limited to, arguments that the statute to which defendant  
17 is pleading guilty is unconstitutional, and any and all claims that  
18 the statement of facts provided herein is insufficient to support  
19 defendant's plea of guilty.

20                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

21           17.    Defendant agrees that, provided the Court imposes a total  
22 term of imprisonment of no more than six months, defendant gives up  
23 the right to appeal all of the following: (a) the procedures and  
24 calculations used to determine and impose any portion of the  
25 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
26 fine imposed by the Court, provided it is within the statutory  
27 maximum; (d) to the extent permitted by law, the constitutionality or  
28 legality of defendant's sentence, provided it is within the statutory

1 maximum; (e) the amount and terms of any restitution order, provided  
2 that it requires payment of no more than \$16,927; (f) the term of  
3 probation or supervised release imposed by the Court, provided it is  
4 within the statutory maximum; and (g) any of the following conditions  
5 of probation or supervised release imposed by the Court: the  
6 conditions set forth in Second Amended General Order 20-04 of this  
7 Court; the drug testing conditions mandated by 18 U.S.C.  
8 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
9 authorized by 18 U.S.C. § 3563(b)(7).

10 18. Defendant also gives up any right to bring a post-  
11 conviction collateral attack on the conviction or sentence, including  
12 any order of restitution, except a post-conviction collateral attack  
13 based on a claim of ineffective assistance of counsel, a claim of  
14 newly discovered evidence, or an explicitly retroactive change in the  
15 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
16 conviction. Defendant understands that this waiver includes, but is  
17 not limited to, arguments that the statute to which defendant is  
18 pleading guilty is unconstitutional, and any and all claims that the  
19 statement of facts provided herein is insufficient to support  
20 defendant's plea of guilty.

21 19. The USAO agrees that, provided all portions of the sentence  
22 are at or below the statutory maximum specified above, the USAO gives  
23 up its right to appeal any portion of the sentence, with the  
24 exception that the USAO reserves the right to appeal the following  
25 the amount of restitution ordered if that amount is less than  
26 \$16,927.

1                                    RESULT OF WITHDRAWAL OF GUILTY PLEA

2            20. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement; and (b) should the USAO choose to  
8 pursue any charge that was either dismissed or not filed as a result  
9 of this agreement, then (i) any applicable statute of limitations  
10 will be tolled between the date of defendant's signing of this  
11 agreement and the filing commencing any such action; and  
12 (ii) defendant waives and gives up all defenses based on the statute  
13 of limitations, any claim of pre-indictment delay, or any speedy  
14 trial claim with respect to any such action, except to the extent  
15 that such defenses existed as of the date of defendant's signing this  
16 agreement.

17                                    EFFECTIVE DATE OF AGREEMENT

18            21. This agreement is effective upon signature and execution of  
19 all required certifications by defendant, defendant's counsel, and an  
20 Assistant United States Attorney.

21                                    BREACH OF AGREEMENT

22            22. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. All of defendant's obligations  
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have  
2 cured a breach without the express agreement of the USAO in writing.  
3 If the USAO declares this agreement breached, and the Court finds  
4 such a breach to have occurred, then: (a) if defendant has previously  
5 entered a guilty plea pursuant to this agreement, defendant will not  
6 be able to withdraw the guilty plea, and (b) the USAO will be  
7 relieved of all its obligations under this agreement.

8 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

9 OFFICE NOT PARTIES

10 23. Defendant understands that the Court and the United States  
11 Probation and Pretrial Services Office are not parties to this  
12 agreement and need not accept any of the USAO's sentencing  
13 recommendations or the parties' agreements to facts or sentencing  
14 factors.

15 24. Defendant understands that both defendant and the USAO are  
16 free to: (a) supplement the facts by supplying relevant information  
17 to the United States Probation and Pretrial Services Office and the  
18 Court, (b) correct any and all factual misstatements relating to the  
19 Court's Sentencing Guidelines calculations and determination of  
20 sentence, and (c) argue on appeal and collateral review that the  
21 Court's Sentencing Guidelines calculations and the sentence it  
22 chooses to impose are not error, although each party agrees to  
23 maintain its view that the calculations in paragraph 12 are  
24 consistent with the facts of this case. While this paragraph permits  
25 both the USAO and defendant to submit full and complete factual  
26 information to the United States Probation and Pretrial Services  
27 Office and the Court, even if that factual information may be viewed  
28 as inconsistent with the facts agreed to in this agreement, this

1 paragraph does not affect defendant's and the USAO's obligations not  
2 to contest the facts agreed to in this agreement.

3 25. Defendant understands that even if the Court ignores any  
4 sentencing recommendation, finds facts or reaches conclusions  
5 different from those agreed to, and/or imposes any sentence up to the  
6 maximum established by statute, defendant cannot, for that reason,  
7 withdraw defendant's guilty plea, and defendant will remain bound to  
8 fulfill all defendant's obligations under this agreement. Defendant  
9 understands that no one -- not the prosecutor, defendant's attorney,  
10 or the Court -- can make a binding prediction or promise regarding  
11 the sentence defendant will receive, except that it will be within  
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 26. Defendant understands that, except as set forth herein,  
15 there are no promises, understandings, or agreements between the USAO  
16 and defendant or defendant's attorney, and that no additional  
17 promise, understanding, or agreement may be entered into unless in a  
18 writing signed by all parties or on the record in court.

19 //

20 //

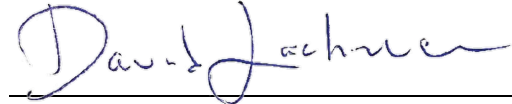
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

STEPHANIE S. CHRISTENSEN  
Acting United States Attorney



DAVID C. LACHMAN  
Assistant United States Attorney

December 20, 2022

Date



SADIQ SAEED  
Defendant

December 9, 2022

Date



JEREMY LESSEM  
Attorney for Defendant SADIQ SAEED

12/20/22

Date

//

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
\_\_\_\_\_  
SADIQ SAEED  
Defendant

December 9, 2022

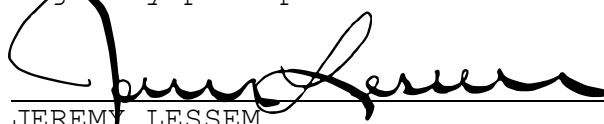
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am SADIQ SAEED's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



JEREMY LESSEM  
Attorney for Defendant SADIQ SAEED

12/20/22  
Date